

**DECLARATION**

**DECLARATION OF JAN SUMNER IN SUPPORT  
OF DEFENDANTS' NOTICE OF REMOVAL**

I, Jan Sumner, declare as follows:

4. 1. I am employed as the Vice-President of Human Resources by Diamond Paymaster  
5. LLC, a Washington Limited Liability Company with a principal place of business in Washington  
6. and wholly-owned subsidiary of Defendant Diamond Parking, Inc. The other named Defendant,  
7. Diamond Parking Services, LLC does not employ any individuals. The two entities named as  
8. Defendants are collectively referred to as ("Defendants"). I work in Seattle, Washington, and am  
9. not a party to this action. I am familiar with the facts set forth in this declaration and could testify  
10. competently to them.

11       2.     As Vice-President of Human Resources, I am fully familiar with the payroll  
12 records maintained for Defendants' non-exempt employees in California. From June 1, 2003 to  
13 June 1, 2007, Defendant Diamond Parking, Inc., by and through its wholly-owned subsidiary,  
14 Diamond Paymaster LLC, employed a total of approximately 450 non-exempt employees in  
15 California. On information and belief, the non-exempt employees in California were employed  
16 on average approximately 18 months at an average hourly wage rate of \$10.00 during the relevant  
17 time period alleged in Plaintiffs' Complaint. On information and belief, no fewer than  
18 approximately 118 employees terminated from June 1, 2003 to June 1, 2007.

19 I declare under the penalty of perjury under the laws of the United States that the  
20 foregoing is true and correct and that this declaration is executed on June 27, 2007 at Seattle,  
21 Washington.

Jan Summer  
Jan Summer

Jan Sumner

**EXHIBIT “A”**

KRUTCIK & GEORGGIN  
26021 Acero, Mission Viejo, CA 92691

TELEPHONE NO. (949) 367-8590

FAX NO. (949) 367-8597

ATTORNEY FOR (Name): Plaintiffs, PAUL O'SULLIVAN, ET AL.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

STREET ADDRESS: 1225 Fallon Street

MAILING ADDRESS:

CITY AND ZIP CODE: Oakland 94612

BRANCH NAME: Central

CASE NAME:

Paul O'Sullivan, et al. v. Diamond Parking, Inc.

## CIVIL CASE COVER SHEET

Unlimited       Limited  
 (Amount demanded exceeds \$25,000)      (Amount demanded is \$25,000 or less)

## Complex Case Designation

Counter       Joinder

Filed with first appearance by defendant  
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:

RG07327116

CASE NUMBER:

JUDGE:

DEPT:

Items 1-5 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

## Auto Tort

Auto (22)  
 Uninsured motorist (46)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
 Product liability (24)  
 Medical malpractice (45)  
 Other PI/PD/WD (23)

## Non-PI/PD/WD (Other) Tort

Business tort/unfair business practice (07)  
 Civil rights (08)  
 Defamation (13)  
 Fraud (16)  
 Intellectual property (19)  
 Professional negligence (25)  
 Other non-PI/PD/WD tort (35)

## Employment

Wrongful termination (36)  
 Other employment (15)

## Contract

Breach of contract/warranty (06)  
 Collections (09)

## Real Property

Insurance coverage (18)  
 Other contract (37)  
 Eminent domain/inverse condemnation (14)

## Unlawful Detainer

Wrongful eviction (33)  
 Other real property (26)

## Judicial Review

Commercial (31)  
 Residential (32)  
 Drugs (38)  
 Asset forfeiture (05)  
 Petition re: arbitration award (11)  
 Writ of mandate (02)  
 Other judicial review (39)

Provisionally Complex Civil Litigation  
(Cal. Rules of Court, rules 3.400-3.403)

Antitrust/Trade regulation (03)  
 Construction defect (10)  
 Mass tort (40)  
 Securities litigation (28)  
 Environmental/Toxic tort (30)  
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

## Enforcement of Judgment

Enforcement of judgment (20)

## Miscellaneous Civil Complaint

RICO (27)  
 Other complaint (not specified above) (42)  
 Miscellaneous Civil Petition  
 Partnership and corporate governance (21)  
 Other petition (not specified above) (43)

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a.  Large number of separately represented parties      d.  Large number of witnesses  
 b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve      e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
 c.  Substantial amount of documentary evidence      f.  Substantial postjudgment judicial supervision

3. Type of remedies sought (check all that apply):

a.  monetary      b.  nonmonetary; declaratory or injunctive relief      c.  punitive

4. Number of causes of action (specify): NINE (9)

5. This case  is  is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-0157)

Date: May 21, 2007

A. Nicholas Georggin, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

**To Plaintiffs and Others Filing First Papers**

If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 5 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. You do not need to submit a cover sheet with amended papers. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Complex Cases**

In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**Auto Tort**

Auto (22)–Personal Injury/Property  
Damage/Wrongful Death  
Uninsured Motorist (48) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice–Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**CASE TYPES AND EXAMPLES****Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case–Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ–Administrative Mandamus  
Writ–Mandamus on Limited Court Case Matter  
Writ–Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal–Labor Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief from Late Claim  
Other Civil Petition

Short Title:

Case Number:

Paul O'Sullivan, et al. v. Diamond Parking, Inc.

## CIVIL CASE COVER SHEET ADDENDUM

THIS FORM IS REQUIRED IN ALL NEW UNLIMITED CIVIL CASE FILINGS IN THE  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

<input checked="" type="checkbox"/> Oakland, Rene C. Davidson Alameda County Courthouse (446)		<input type="checkbox"/> Hayward Hall of Justice (447) <input type="checkbox"/> Pleasanton, Gale-Schenone Hall of Justice (448)	
Alameda County Case Type (check only one)			
Auto Tort	Auto tort (22)	<input type="checkbox"/> 34 Auto tort (G) Is this an uninsured motorist case? <input type="checkbox"/> yes <input type="checkbox"/> no	
Other PI /PD / WD Tort	Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD tort (23)	<input type="checkbox"/> 75 Asbestos (D) <input type="checkbox"/> 89 Product liability (not asbestos or toxic tort/environmental) (G) <input type="checkbox"/> 97 Medical malpractice (G) <input type="checkbox"/> 33 Other PI/PD/WD tort (G)	
Non - PI /PD / WD Tort	Bus tort / unfair bus. practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)	<input type="checkbox"/> 79 Bus tort / unfair bus. practice (G) <input type="checkbox"/> 80 Civil rights (G) <input type="checkbox"/> 84 Defamation (G) <input type="checkbox"/> 24 Fraud (G) <input type="checkbox"/> 87 Intellectual property (G) <input type="checkbox"/> 59 Professional negligence - non-medical (G) <input type="checkbox"/> 03 Other non-PI/PD/WD tort (G)	
Employment	Wrongful termination (36) Other employment (15)	<input type="checkbox"/> 38 Wrongful termination (G) <input checked="" type="checkbox"/> 85 Other employment (G) <input type="checkbox"/> 53 Labor comm award confirmation <input type="checkbox"/> 54 Notice of appeal - L.C.A.	
Contract	Breach contract / Wrnty (06) Collections (09) Insurance coverage (18) Other contract (37)	<input type="checkbox"/> 04 Breach contract / Wrnty (G) <input type="checkbox"/> 81 Collections (G) <input type="checkbox"/> 88 Ins. coverage - non-complex (G) <input type="checkbox"/> 98 Other contract (G)	
Real Property	Eminent domain / Inv Cdm (14) Wrongful eviction (33) Other real property (26)	<input type="checkbox"/> 18 Eminent domain / Inv Cdm (G) <input type="checkbox"/> 17 Wrongful eviction (G) <input type="checkbox"/> 36 Other real property (G)	
Unlawful Detainer	Commercial (31) Residential (32) Drugs (36)	<input type="checkbox"/> 94 Unlawful Detainer - commercial <input type="checkbox"/> 47 Unlawful Detainer - residential <input type="checkbox"/> 21 Unlawful detainer - drugs	Is the deft. in possession of the property? <input type="checkbox"/> Yes <input type="checkbox"/> No
Judicial Review	Asset forfeiture (05) Petition re: arbitration award (11) Writ of Mandate (02) Other judicial review (39)	<input type="checkbox"/> 41 Asset forfeiture <input type="checkbox"/> 62 Pet. re: arbitration award <input type="checkbox"/> 49 Writ of mandate <input type="checkbox"/> 84 Other judicial review	Is this a CEQA action (Publ.Res.Code section 21000 et seq)? <input type="checkbox"/> Yes <input type="checkbox"/> No
Provisionally Complex	Antitrust / Trade regulation (03) Construction defect (10) Claims involving mass tort (40) Securities litigation (28) Toxic tort / Environmental (30) Ins covrg from cmplx case type (41)	<input type="checkbox"/> 77 Antitrust / Trade regulation <input type="checkbox"/> 82 Construction defect <input type="checkbox"/> 78 Claims involving mass tort <input type="checkbox"/> 91 Securities litigation <input type="checkbox"/> 93 Toxic tort / Environmental <input type="checkbox"/> 95 Ins covrg from complex case type	
Enforcement of Judgment	Enforcement of judgment (20)	<input type="checkbox"/> 19 Enforcement of judgment <input type="checkbox"/> 08 Confession of judgment	
Misc Complaint	RICO (27) Partnership / Corp. governance (21) Other complaint (42)	<input type="checkbox"/> 90 RICO (G) <input type="checkbox"/> 88 Partnership / Corp. governance (G) <input type="checkbox"/> 68 All other complaints (G)	
Misc. Civil Petition	Other petition (43)	<input type="checkbox"/> 06 Change of name <input type="checkbox"/> 69 Other petition	

MAY. 21. 2007 3:11PM

COPY

NO. 5147 P. 5

SUM-100

**SUMMONS**  
**(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:****(AVISO AL DEMANDADO):**

Diamond Parking, Inc., a Washington Corporation; Diamond Parking Services, LLC, a Washington Limited Liability Company; and Does 1 through 500, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:****(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Paul O'Sullivan, Marie Brown, Keo Yang, Sarah Barzoum, Sirine Dalloul, Hab Hawa, Monir Hawa, Constance Margerum, Diana Bartlett, Yer Vang, and Cherie Davis, individually, and all those similarly situated

**FILED BY FAX**  
**ALAMEDA COUNTY**

May 21, 2007

**CLERK OF**  
**THE SUPERIOR COURT**  
By Rosanne Case, Deputy

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en este corte y hacer que se entreguen una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto al caso que provocan su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/esp.html](http://www.courtinfo.ca.gov/selfhelp/esp.html)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte lo podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remesas a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/esp.html](http://www.courtinfo.ca.gov/selfhelp/esp.html)) o poniéndose en contacto con la corte o el colegio de abogados locales.

RG07327116  
DATE NUMBER  
presented on Court:

The name and address of the court is:

(El nombre y dirección de la corte es):

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA**

1225 Fallon Street

Oakland, CA 94612

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

A. Nicholas Georgian, Esq. (Bar # 170925)

Phone No. (949) 367-8590

Fax No. (949) 367-8597

KRUTCIK &amp; GEORGGIN

26021 Acero, Mission Viejo, CA 92691

Clerk, by \_\_\_\_\_, Deputy  
(Secretary) \_\_\_\_\_, Deputy  
(Adjunto) \_\_\_\_\_DATE  
(Fecha) May 21, 2007(For proof of service of this summons, use Proof of Service of Summons (Form POS-010).)  
(Para prueba de entrega de esta citación use el Formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):

- on behalf of (specify):

under:  CCP 418.10 (corporation)  
 CCP 418.20 (defunct corporation)  
 CCP 418.40 (association or partnership)  
 other (specify):

CCP 418.60 (minor)  
 CCP 418.70 (conservatee)  
 CCP 418.80 (authorized person)

- by personal delivery on (date):

06/04/07

Page 1 of 1

Code of Civil Procedure § 412.20, 425

1 KRUTCIK & GEORGIN  
 2 A. Nicholas Georggin, Esq. (SBN 170925)  
 2 Carmine J. Pearl, II, Esq. (SBN 217389)  
 26021 Acero  
 3 Mission Viejo, CA 92691  
 (949) 367-8590; (949) 367-8597 FAX  
 4 [ngeorggin@kglawoffices.com](mailto:ngeorggin@kglawoffices.com); [cjpearl@kglawoffices.com](mailto:cjpearl@kglawoffices.com)

5 Attorneys for Plaintiffs PAUL O'SULLIVAN, MARIE  
 BROWN, KEO YANG, SARAH BARSOUM, SIRINE  
 6 DALLOUL, HALA HAWA, MONIR HAWA, CONSTANCE  
 MARGERUM, DIANA BARLETT, YER VANG, and CHERIE  
 7 DAVIS, individually, and all those similarly situated,

FILED BY FAX  
 ALAMEDA COUNTY

May 21, 2007

CLERK OF  
 THE SUPERIOR COURT  
 By Rosanne Case, Deputy

CASE NUMBER:  
 RG07327116

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 IN AND FOR THE COUNTY OF ALAMEDA

10

11 PAUL O'SULLIVAN, MARIE BROWN,  
 12 KEO YANG, SARAH BARSOUM,  
 13 SIRINE DALLOUL, HALA HAWA,  
 MONIR HAWA, CONSTANCE  
 14 MARGERUM, DIANA BARLETT, YER  
 VANG, and CHERIE DAVIS,  
 individually, and all those similarly  
 15 situated,

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Plaintiffs,

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18 vs.  
 19 DIAMOND PARKING, INC. , a  
 Washington Corporation; DIAMOND  
 20 PARKING SERVICES, LLC, a  
 Washington Limited Liability Company;  
 and DOES 1 through 500, inclusive,

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Defendants.

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CASE NO.

Judge:

Dept:

PLAINTIFF'S CLASS ACTION COMPLAINT  
 FOR:

- (1) FAILURE TO PAY WAGES FOR ALL TIME WORKED;
- (2) FAILURE TO PAY ALL OVERTIME WAGES;
- (3) FAILURE TO PAY MINIMUM WAGES;
- (4) FAILURE TO PROVIDE REST AND MEAL PERIODS;
- (5) FAILURE TO REIMBURSE EXPENSES;
- (6) LATE PAYMENT OF ALL ACCRUED WAGES AND COMPENSATION;
- (7) UNFAIR BUSINESS PRACTICES - PURSUANT TO BUSINESS & PROFESSIONS CODE SECTION 17200 *et seq.*;
- (8) CONVERSION OF ACCRUED WAGES AND COMPENSATION; and
- (9) VIOLATION OF CIVIL CODE SECTION 52.1.

[*Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 216, 218.5, 218.6, 225.5, 226, 226.3, 226.7(a)(b), 2926, 2927, 500, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, IWC Wage Order 9-2001, Bus. & Prof. Code § 17200, et seq., Civ. Code §§ 52 & 52.1, Code of Civ. Proc. § 382, Cal. Rules of Court, rule 3.760, et seq.*]

JURY TRIAL DEMANDED

PLAINTIFFS' CLASS ACTION COMPLAINT

1 On behalf of themselves, on behalf of former and current aggrieved employees of Defendants, and  
2 on behalf of the general public, PAUL O'SULLIVAN, MARIE BROWN, KEO YANG, SARAH  
3 BARSOUM, SIRINE DALLOUL, HALA HAWA, MONIR HAWA, CONSTANCE MARGERUM,  
4 DIANA BARLETT, YER VANG, and CHERIE DAVIS (hereinafter "PLAINTIFFS" or "WAGE-  
5 EARNERS"), complain and allege as follows:

6

7

## I.

8

PRELIMINARY STATEMENT/SUMMARY OF ACTION

9 1. WAGE-EARNERS file this action to recover wages and related sums including but not  
10 limited to, overdue and unpaid earned wages, overtime wages, minimum wages, statutory wages, and  
11 associated civil penalties for all present and former employees of Defendants, DIAMOND PARKING,  
12 INC., a Washington corporation; DIAMOND PARKING SERVICES, LLC, a Washington Limited  
13 Liability Company; and DOES 1 through 500, inclusive (hereinafter collectively referred to herein as  
14 "DIAMOND PARKING" or "DEFENDANTS"). WAGE-EARNERS file this action to seek redress of  
15 wage/hour violations on behalf of those California employees who worked for DIAMOND PARKING  
16 and were classified as hourly, non-exempt employees in the State of California within the applicable  
17 statutory period.

18 2. DIAMOND PARKING is engaged in the operation of automobile parking lots, garages,  
19 airport shuttle, valet, and self parking facilities of motor vehicles and various commercial real estate  
20 properties including hotels, office buildings, warehouses, storage facilities and boating marinas.  
21 DIAMOND PARKING's corporate office is located at 3161 Elliot Avenue, Seattle, Washington 89121.  
22 PLAINTIFFS allege that DIAMOND PARKING is one of the largest operators of parking lots and  
23 garages with large revenues because DIAMOND PARKING engages in shrewd and illegal business  
24 practices which exploits its work force by requiring WAGE-EARNERS to work long hours without  
25 proper pay, without proper rest breaks and/or meal periods, and under illegal/improper working  
26 conditions. DIAMOND PARKING intentionally under staffs its locations so that employees are forced  
27 to work long hours, without proper compensation and without proper rest breaks and/or meal periods.

28

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PLAINTIFFS' CLASS ACTION COMPLAINT

1 In furtherance of its unfair and unlawful business activities, DIAMOND PARKING coerces and  
 2 intimidates its managerial and non-managerial workforce into complying with its illegal practices,  
 3 policies and procedures and deprives them of their statutory rights relating to working hours and the  
 4 payment of wages.

5       3. WAGE-EARNERS have not been paid all wages when due under California law. WAGE-  
 6 EARNERS, pursuant to California's strong policy of assuring prompt and accurate payment of earned  
 7 wages, seek further appropriate recoveries, of all sums owed and due to WAGE-EARNERS including  
 8 but not limited to liquidated damages, punitive damages, costs of suit, attorneys' fees, interest, and other  
 9 relief the Court deems appropriate.

10     4. DIAMOND PARKING, as described more fully herein, does not comply with California  
 11 wage and hour law, as it relates to paying employees, providing breaks, monitoring working conditions,  
 12 and performing other obligations, according to California's statutory labor scheme. DIAMOND  
 13 PARKING fails to pay its employees properly, fails to provide accurate wage statements, fails to regulate  
 14 working hours, and fails to provide proper rest breaks and/or meal periods. DIAMOND PARKING also  
 15 requires its employees to work in excess of 8 hours per day and/or 40 hours per week, without  
 16 compensating its employees at the premium "overtime" rate(s) of pay required by California law.

17     5. By forcing employees to work overtime without proper pay, DIAMOND PARKING  
 18 violated California law, and reaped increased, albeit illegal, profits through the use of such  
 19 unlawful/prohibited activity.

20     6. DIAMOND PARKING failed and continues to fail to pay WAGE-EARNERS, and other  
 21 employees whose employment has ended (either by termination or voluntarily), all earned wages and all  
 22 incurred expenses when required by California Labor Code sections 201, 202, 203, 210, 2802, 2926 and  
 23 2927, and IWC Wage Orders, including but not limited to, 9-2001, entitling WAGE-EARNERS and all  
 24 other similarly situated former employees in the class to unpaid/lost wages, overtime, premium pay,  
 25 statutory wages and related sums, civil penalties, attorneys' fees and costs, and interest as authorized by  
 26 California law. By virtue of DEFENDANTS' practices set forth herein, DEFENDANTS violated  
 27 California law, exploited its work force, and reaped illegal profits.

1 II.  
23 PARTIES  
45 7. WAGE-EARNERS, current and former employees of DIAMOND PARKING within the  
6 relevant statutory period, allege the following information about the parties to the case.  
78 8. WAGE-EARNERS are, and at all relevant times referenced herein, present and/or former  
9 residents and/or workers within the State of California. WAGE-EARNERS are current and/or former  
10 employees of Defendants, DIAMOND PARKING, INC., a Washington corporation; DIAMOND  
11 PARKING SERVICES, LLC, a Washington Limited Liability Company; and DOES 1 through 500,  
12 inclusive. WAGE-EARNERS are/were employed by DIAMOND PARKING in California during the  
13 applicable statute of limitations period, and/or terminated their employ within said time.14 9. WAGE-EARNERS allege, upon information and belief, that Defendant, DIAMOND  
15 PARKING, INC., is, at all times referenced herein, a Washington corporation authorized to, and doing  
16 business in the State of California.17 10. WAGE-EARNERS allege, upon information and belief, that Defendant, DIAMOND  
18 PARKING SERVICES, LLC, is, at all times referenced herein, a Washington Limited Liability Company  
19 authorized to, and doing business in the State of California.20 11. WAGE-EARNERS allege that Defendants, DIAMOND PARKING, INC., a Washington  
21 corporation; DIAMOND PARKING SERVICES, LLC, a Washington Limited Liability Company; and  
22 DOES 1 through 500 inclusive, acted together in committing the violations of the California Labor Code,  
23 Wage Orders, and other laws/regulations alleged herein.24 12. WAGE-EARNERS bring this action individually, as a representative action, and on behalf  
25 of a class consisting of similarly situated current and former employees of DIAMOND PARKING who  
26 currently and/or formerly work/worked in the State of California, and on behalf of the general public.27 13. The true names and capacities of DEFENDANTS, DOES 1-500, inclusive, are presently  
28 unknown to WAGE-EARNERS, who therefore sue said DEFENDANTS by such fictitious names.  
29 WAGE-EARNERS will seek leave of court to amend this Complaint to insert the true names and  
30 capacities of said fictitiously named DEFENDANTS when the same have been ascertained.

1       14. WAGE-EARNERS are informed and believe, and thereon allege, that at all relevant times  
2 herein mentioned, each of the DEFENDANTS was the agent, representative, principal, servant,  
3 employee, partner, alter ego, joint venture, successor-in-interest, assistant, and/or consultant of each and  
4 every remaining DEFENDANT, and as such, was at all times acting within the course, scope, purpose  
5 and authority of said agency, partnership and/or employment, and with the express or implied knowledge,  
6 permission, authority, approval, ratification and consent of the remaining DEFENDANTS, and each  
7 DEFENDANT was responsible for the acts alleged herein, were "employers" as set forth by California  
8 and other applicable law, and all DEFENDANTS herein were also negligent and reckless in the selection,  
9 hiring, and supervision of each and every other DEFENDANT as an agent, representative, principal,  
10 servant, employee, partner, alter ego, joint venturer, successor-in-interest, assistant, and/or consultant.

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### III.

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#### JURISDICTION AND VENUE

14       15. PLAINTIFFS allege, upon information and belief, that the DIAMOND PARKING  
15 Defendants are, at all times referenced herein, foreign corporations authorized to and doing business in  
16 the State of California. This Court is the proper Court, and this action is properly filed in this County  
17 because DIAMOND PARKING maintains offices and transacts business within the County of Alameda,  
18 during the relevant statutory period. Also, WAGE-EARNERS were employed by DIAMOND PARKING  
19 in the State of California.

20

16. WAGE-EARNERS disclaim any cause of action arising under the Constitution, treaties  
21 or other laws of the United States, including but not limited to any claim arising from an act or omission  
22 on a Federal enclave or by any officer of the United States or any agent or person acting on behalf of such  
23 individual. No claim under an admiralty or maritime law is alleged. To the extent this paragraph  
24 conflicts with any other allegations herein, this paragraph controls.

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1 IV.  
2COMMON ALLEGATIONS

3 17. As set forth in detail herein, WAGE-EARNERS file this action pursuant to California  
4 wage and hour case/statutory law, IWC Wage Orders, California Business and Professions Code sections  
5 17200, et. seq., and the provisions of California Law relating to Class Action joinder, including but not  
6 limited to, Code of Civil Procedure section 382 and California Rules of Court, rule 3.760, et seq.  
7 Common questions of fact and law exist as to all class members and predominate over any questions that  
8 affect only individual class members. The conduct at issue in this case affected WAGE-EARNERS and  
9 all putative class members. Based on information and belief, the members of the class may exceed  
10 thousands of persons, and that number may increase depending upon employee turnover.

11 18. PAUL O'SULLIVAN, MARIE BROWN, KEO YANG, SARAH BARSOUM, SIRINE  
12 DALLOUL, HALA HAWA, MONIR HAWA, CONSTANCE MARGERUM, DIANA BARLETT, YER  
13 VANG, CHERIE DAVIS and those similarly situated current and former employees of DIAMOND  
14 PARKING, were hired at various non-exempt hourly positions during their employment with DIAMOND  
15 PARKING. WAGE-EARNERS work/worked at various locations throughout the State of California.  
16 WAGE-EARNERS worked for DIAMOND PARKING during the applicable statute of limitations  
17 period, and/or terminated their employ within said time.

18 19. DIAMOND PARKING failed to properly compensate its employees for all hours worked,  
19 and failed to comply with California's overtime compensation requirements. DIAMOND PARKING  
20 failed to provide WAGE-EARNERS rest breaks and/or meal periods as required by California law.  
21 WAGE-EARNERS worked for DIAMOND PARKING and are owed wages. WAGE-EARNERS were  
22 exploited and required/forced to work without pay and "Off-the-Clock" (hereinafter, the practice of  
23 making employees work while circumventing time-clock documentation will be referred to as "Off-the-  
24 Clock"). DIAMOND PARKING's practice of working employees Off-the-Clock permitted DIAMOND  
25 PARKING to exploit its employees by receiving labor, and then not paying employees for all hours  
26 worked. When WAGE-EARNERS' employment was terminated with DIAMOND PARKING,

1 DIAMOND PARKING also failed to make immediate payment of all wages due as required by California  
2 law.

3 20. DIAMOND PARKING's actions in failing to provide rest breaks and/or meal periods,  
4 wages for all time worked, statutory overtime wages, Off-the-Clock wages, and all accrued pay when due  
5 upon termination of employment, was in violation of California law, and was willful. DIAMOND  
6 PARKING's actions, detailed above, were part of a statewide and/or nationwide corporate plan and  
7 scheme which affected all employees who worked in Company-owned locations. As a direct and  
8 proximate result of DIAMOND PARKING's illegal, company-wide plan, practice and scheme, each of  
9 the WAGE-EARNERS were: (A) required to work overtime without "overtime" and/or "premium" pay;  
10 (B) not paid wages for all hours worked; (C) required to work through mandatory rest breaks and/or meal  
11 periods; (D) not properly paid for all hours worked and required to work Off-the-Clock without  
12 compensation; (E) not paid all wages due upon termination of employment; (F) not properly reimbursed  
13 for employment-related expenses; (G) victimized by DIAMOND PARKING's coercive and intimidating  
14 policies and practices are set forth herein. WAGE-EARNERS are entitled to recover unpaid/lost wages,  
15 overtime wages, premium pay, statutory wages and related sums, civil penalties, attorneys' fees and costs,  
16 and interest as authorized by California law.

17 21. While WAGE-EARNERS were employed at DIAMOND PARKING, DIAMOND  
18 PARKING required WAGE-EARNERS to work in excess of 8 hours per day and/or 40 hours per week,  
19 without compensating its employees at the premium rate(s) of pay required by California law, including  
20 but not limited to, Labor Code sections 500, 510, 1194, 1198, 2926 and 2927, and applicable IWC wage  
21 orders. This work includes Off-the-Clock work as well as work performed before, during and after  
22 regular business hours. By forcing employees to work overtime without proper "premium" pay,  
23 DIAMOND PARKING violated the overtime rate requirements as mandated by California law.

24 22. While WAGE-EARNERS were employed at DIAMOND PARKING, DIAMOND  
25 PARKING required its employees to work hours for which it did not compensate them at the minimum  
26 rate of pay for all hours worked when those wages were due. In so doing, DIAMOND PARKING

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1 violated the requirements of California law including, but not limited to, California Labor Code sections  
 2 1197, 2926 and 2927, and applicable IWC wage orders.

3       23. DIAMOND PARKING also failed to give their employees appropriate rest and meal  
 4 periods as required by California law, including but not limited to, California Labor Code sections 226.7,  
 5 516, 2926, 2927, and applicable IWC wage orders.

6       24. DIAMOND PARKING failed to pay WAGE-EARNERS and other employees whose  
 7 employment has ended, either by termination or voluntary resignation, all earned wages when required  
 8 by California Labor Code sections 201, 202, 203, 210, 2802, 2926 and 2927, and applicable IWC wage  
 9 orders, entitling WAGE-EARNERS to statutory late-pay wages, related sums, civil penalties, attorneys'  
 10 fees and costs, and interest as authorized by California law.

11

12

V.

13

### CLASS ACTION ALLEGATIONS

14

(C.C.P. § 382, Cal. Rules of Court, rule 3.760, et seq.)

15       25. WAGE-EARNERS seek class certification pursuant to California wage and hour  
 16 case/statutory law, IWC wage orders including but not limited to, 9-2001, and the provisions of  
 17 California Law relating to Class Action joinder, including but not limited to, Code of Civil Procedure  
 18 section 382 and California Rules of Court, rule 3.760, et seq., as set forth below.

19       26. DEFINITION OF CLASS - All those hourly, non-exempt WAGE-EARNERS, who  
 20 worked for DIAMOND PARKING in the State of California within the applicable statutory period, and  
 21 who were not paid all wages when due, seek class certification pursuant to California wage and hour  
 22 case/statutory law, IWC Wage Orders, including but not limited to, 9-2001, and provisions of California  
 23 Law relating to Class Action joinder, including but not limited to, Code of Civil Procedure section 382  
 24 and California Rules of Court, rule 3.760, et seq, in conjunction with the following subclasses:

25           A. UNPAID WAGES SUBCLASS - All those hourly, non-exempt WAGE-  
 26 EARNERS, who worked for DIAMOND PARKING in the State of California within the applicable

1 statutory period, and were not paid all their wages earned, who were not provided accurate wage  
2 statements, and who have wage amounts that remain due and unpaid.

3           B.    OVERTIME SUBCLASS - All those hourly, non-exempt WAGE-EARNERS,  
4 who worked for DIAMOND PARKING in the State of California within the applicable statutory period,  
5 and were not paid at the applicable premium rate of pay for all hours worked in excess of the statutory  
6 maximum hours per day, and in excess of the statutory maximum hours per week, who were not  
7 provided accurate wage statements, and who have overtime wage amounts that remain due and unpaid.

8           C.    MINIMUM WAGE SUBCLASS - All those hourly, non-exempt WAGE-  
9 EARNERS, who worked for DIAMOND PARKING in the State of California within the applicable  
10 statutory period, and whose wages for all hours worked were paid at a rate less than the minimum wage  
11 rate then in effect, not paid for "Off-The-Clock" work, who were not provided accurate wage statements,  
12 and who have minimum wage amounts that remain due and unpaid.

13           D.    UNPAID REST PERIOD SUBCLASS - All those hourly, non-exempt WAGE-  
14 EARNERS, who worked for DIAMOND PARKING in the State of California within the applicable  
15 statutory period, and did not receive required rest periods as required by California law, including but not  
16 limited to, Labor Code sections 226.7 and 516, and IWC Wage Orders, including but not limited to, 4-  
17 2001 and 7-2001, and who have rest period wage amounts that remain due and unpaid.

18           E.    UNPAID MEAL PERIOD SUBCLASS - All those hourly, non-exempt WAGE-  
19 EARNERS, who worked for DIAMOND PARKING in the State of California within the applicable  
20 statutory period, and who did not receive required meal periods as required by California law, including  
21 but not limited to, Labor Code sections 226.7, 512 and 516, and IWC Wage Orders, including but not  
22 limited to, 4-2001 and 7-2001, who were not provided accurate wage statements, and who have meal  
23 period wages that remain due and unpaid.

24           F.    UN-REIMBURSED/LATE EXPENSES SUBCLASS - All those hourly, non-  
25 exempt WAGE-EARNERS, who worked for DIAMOND PARKING in the State of California within  
26 the applicable statutory period and who were not fully and/or timely reimbursed for all incurred  
27 employment-related expenses as required by California law, including but not limited to, Labor Code

1 sections 2802, and IWC Wage Orders, including but not limited to, 9-2001, who were not provided  
2 accurate wage statements, and who have reimbursable expenses that remain due and unpaid.

3                   G. **LATE PAYMENT CLASS** - All those hourly, non-exempt WAGE-EARNERS,  
4 who worked for DIAMOND PARKING in the State of California within the applicable statutory period,  
5 and who did not receive all wages when due as required by California law, including but not limited to,  
6 California Labor Code sections 201, 202, 203, 208 and 2926.

7                   27. **NUMEROUSITY** - DIAMOND PARKING is the oldest parking company in the world.  
8 Over the statutory period, the total number of WAGE-EARNERS, based on information and belief, will  
9 likely exceed 1,000 persons. The number of putative class members may increase, depending upon the  
10 turnover rate for employees over the applicable statutory period prior to the filing of the Complaint. In  
11 light of the above, the above class easily satisfies the numerosity requirement.

12                   28. **COMMON QUESTIONS OF LAW AND FACT** - As set forth herein, common  
13 questions of fact and law exist as to all class and subclass members and these common issues  
14 predominate over any questions that affect only individual class members, making individual actions  
15 impractical. The common illegal conduct/activity of DIAMOND PARKING at issue in this case relates  
16 to overdue and unpaid earned wages, overtime wages, minimum wages, rest breaks and/or meal periods,  
17 un-reimbursed expenses, statutory wages, late pay wages, and civil penalties associated for all present  
18 and former employees of DIAMOND PARKING.

19                   29. **REPRESENTATION BY WAGE-EARNERS** - As set forth in detail herein, the named  
20 Plaintiffs will fairly and adequately represent the class in that:

- 21                   A. There is no conflict between the named Plaintiffs' claims and those of other class  
22 and subclass members.
- 23                   B. The named Plaintiffs have retained counsel who are skilled and experienced in  
24 wage and hour cases and in class actions and who will vigorously prosecute this  
25 litigation.
- 26                   C. The named Plaintiffs' claims are typical of the claims of other class and subclass  
27 members.

1       30. **CERTIFICATION** - As set forth in detail herein, certification of WAGE-EARNERS'  
2 claims as a class action pursuant to California Law relating to Class Action joinder (including but not  
3 limited to Code of Civil Procedure section 382 and California Rules of Court, rule 3.760, et seq.) is  
4 appropriate because common questions of law and fact predominate over questions affecting only  
5 individual members.

6       A.     Common questions of law and fact include, but are not limited to:

7           1.    Whether WAGE-EARNERS are subject to the protection of California's  
8              wage and hour statutes?  
9           2.    Whether DIAMOND PARKING failed to pay WAGE-EARNERS for all  
10             hours worked?  
11           3.    Whether DIAMOND PARKING allowed, suffered, permitted and/or  
12             required WAGE-EARNERS to perform work, for which it failed to pay  
13             all wages due?  
14           4.    Whether DIAMOND PARKING paid WAGE-EARNERS at a rate that  
15             was less than the minimum wage rate for all hours worked?  
16           5.    Whether DIAMOND PARKING failed to compensate WAGE-EARNERS  
17             at the applicable premium overtime rate of pay for all hours worked in  
18             excess of the statutory maximum hours per day and/or statutory maximum  
19             hours per week?  
20           6.    Whether DIAMOND PARKING failed to provide WAGE-EARNERS rest  
21             breaks and/or meal periods as required by California law?  
22           7.    Whether DIAMOND PARKING failed to fully and/or timely reimburse  
23             WAGE-EARNERS for all employment-related expenses as required by  
24             California law?  
25           8.    Whether DIAMOND PARKING failed to timely pay WAGE-EARNERS  
26             all accrued wages after termination of employment when those wages  
27             were due?

- 1 9. Whether DIAMOND PARKING is subject to all available remedies for its  
2 violations of California wage and hour laws?
- 3 10. Whether DIAMOND PARKING failed to keep accurate records of  
4 WAGE-EARNERS' hours worked?
- 5 11. Whether DIAMOND PARKING's conduct constitutes illegal and/or  
6 unfair competition pursuant to Unfair Competition Law?
- 7 12. Whether DIAMOND PARKING converted the wages of WAGE-  
8 EARNERS?
- 9 13. Whether DIAMOND PARKING used force, coercion, intimidation, and  
10 other unlawful means to deprive WAGE-EARNERS of their statutory  
11 rights for the prompt and accurate payment of wages?
- 12 B. The forum is convenient to the parties, class members, and potential witnesses.  
13 The class is specifically identifiable to facilitate provisions of adequate notice, and  
14 there will be no significant problems managing this case as a class action.
- 15 C. A class action is superior to other available methods for the fair and efficient  
16 adjudication of this controversy because this action is the best method to  
17 adjudicate these common claims. Further the individual class members have  
18 minimal interest in controlling the prosecution of separate actions, and the  
19 prosecution of individual actions is impractical.

20 31. **TYPICALITY** - The claims of the named Plaintiffs, PAUL O'SULLIVAN, MARIE  
21 BROWN, KEO YANG, SARAH BARSOUM, SIRINE DALLOUL, HALA HAWA, MONIR HAWA,  
22 CONSTANCE MARGERUM, DIANA BARLETT, YER VANG, and CHERIE DAVIS, are typical of  
23 the claims of the members of the wage and hour class in that:

- 24 A. The named Plaintiffs are members of the class of employees sought to be  
25 represented.
- 26 B. The named Plaintiffs' claims stem from the same practice and/or course of  
27 conduct that forms the basis of the class claims.

- 1 C. The named Plaintiffs' claims are based upon the same legal and remedial theories  
2 as those of the class and involve the same or similar factual circumstances.
- 3 D. There is no antagonism between the interests of the named Plaintiffs and absent  
4 class members.
- 5 E. The injuries which the named Plaintiffs suffered are the same or similar to the  
6 injuries which the class members have suffered.

7 32. **SUPERIORITY** - A class action is superior to other available means for the fair and  
8 efficient adjudication of this controversy since the individual joinder of all class members is impractical.  
9 Class action treatment will permit a large number of similarly situated persons to prosecute their common  
10 claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort  
11 and expense that separate individual actions would engender. Individual litigation would overburden the  
12 court system and present the potential for inconsistent and/or contradictory judgments. A class action  
13 will also serve an important public purpose of enforcing California's wage-protection statutes and ensure  
14 the full, prompt, and accurate payment of wages. Further, as the damages suffered by each individual  
15 class member may be relatively small, the expense and burden of individual litigation would make it  
16 difficult or impossible for individual members of the class to redress the wrongs alleged herein.

17  
18 VI.

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO PAY WAGES FOR ALL TIME WORKED**

21 (Alleged against all DEFENDANTS)

22 33. WAGE-EARNERS incorporate all of the allegations in this Complaint as though fully set  
23 forth herein.

24 34. DIAMOND PARKING has a policy and/or practice of not recording all time worked by  
25 its hourly employees. DIAMOND PARKING maintains a policy and/or practice of not timely  
26 compensating its hourly employees appropriately for all time worked, overtime, regular time, meal and  
27 rest periods, and work spent at DIAMOND PARKING locations. Further, DIAMOND PARKING's

1 policy and practice systematically reduces the daily time recorded by its hourly employees. Additionally,  
 2 DIAMOND PARKING's policy and /or practice circumvents California's employment laws designed  
 3 to protect employee working conditions. DIAMOND PARKING also therefore failed to provide WAGE-  
 4 EARNERS with accurate time records and earnings statements as required by Labor Code section 226  
 5 and IWC Wage Orders, including but not limited to, 9-2001.

6 35. WAGE-EARNERS are informed and believe and thereon allege that all WAGE-  
 7 EARNERS were affected by DIAMOND PARKING's practices. DIAMOND PARKING paid WAGE-  
 8 EARNERS based upon DIAMOND PARKING's own faulty recorded time which did not reflect the  
 9 actual time worked, resulting in a failure to pay wages for time worked.

10 36. WAGE-EARNERS have been required to bring this action to recover unpaid/lost wages,  
 11 statutory wages and related sums, civil penalties, attorneys' fees and costs, and interest as authorized by  
 12 California law.

13 37. WAGE-EARNERS seek all unpaid wages in an amount to be determined, statutory wages  
 14 and related sums, civil penalties, attorneys' fees and costs, liquidated damages, disbursements, and  
 15 interest as provided by California law, including but not limited to Labor Code sections 203, 226, 558,  
 16 1194, 1194.2, 1197, 1197.1, 2802, and IWC Wage Orders, including but not limited to, 9-2001.  
 17 Additionally, DIAMOND PARKING's actions were oppressive, fraudulent and malicious, thereby  
 18 entitling WAGE-EARNERS to an award of punitive damages in an amount appropriate to punish and  
 19 make an example of DIAMOND PARKING pursuant to Civil Code section 3294.

20  
 21 VII.

22 **SECOND CAUSE OF ACTION**

23 **FAILURE TO PAY ALL OVERTIME WAGES**

24 (As against all DEFENDANTS)

25 38. WAGE-EARNERS incorporate all of the allegations contained in this Complaint as  
 26 though fully set forth herein.

1       39. During the course of WAGE-EARNERS' employment DIAMOND PARKING allowed,  
2 suffered and permitted WAGE-EARNERS and overtime class members to work in excess of the statutory  
3 maximum hours per day and in excess of the statutory maximum hours per week without proper  
4 compensation. At all material times herein, DIAMOND PARKING had a policy and practice  
5 encouraging and requiring employees to clock out, and yet remain working for DIAMOND PARKING  
6 in excess of the maximum statutory hours per day and/or per week, thereby depriving employees of  
7 mandated overtime pay. DIAMOND PARKING also had a company policy and practice of requiring  
8 "approval" of overtime which was so rigorous, stringent, and intimidating, that it resulted in employees  
9 working overtime without receiving premium pay as required by law.

10      40. DIAMOND PARKING was required to pay WAGE-EARNERS and overtime class  
11 members, premium overtime pay for all hours worked in excess of the statutory maximum hours per day  
12 and in excess of the statutory maximum hours per week, but failed to do so.

13      41. DIAMOND PARKING's failure to pay WAGE-EARNERS and overtime class members  
14 for all hours worked in excess of the statutory maximum hours per day and in excess of the statutory  
15 maximum hours per week was willful, and overtime wages remain due and unpaid in amounts to be  
16 determined. Additionally, DIAMOND PARKING failed to provide WAGE-EARNERS with accurate  
17 time records and earnings statements as required by Labor Code section 226 and IWC Wage Orders,  
18 including but not limited to, 9-2001.

19      42. WAGE-EARNERS, on their behalf, and on behalf of the overtime class members seek  
20 to recover unpaid/lost wages, overtime wages, premium pay, statutory wages and related sums, civil  
21 penalties, attorneys' fees and costs, and interest as authorized by California law including, but not limited  
22 to, Labor Code sections 203, 218.6, 500, 510, 1194, and 1198. Additionally, DIAMOND PARKING's  
23 actions were oppressive, fraudulent and malicious, thereby entitling WAGE-EARNERS to an award of  
24 punitive damages in an amount appropriate to punish and make an example of DIAMOND PARKING  
25 pursuant to Civil Code section 3294.

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27

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VIII.

### THIRD CAUSE OF ACTION

## **FAILURE TO PAY MINIMUM WAGES**

(As against all DEFENDANTS)

5 43. WAGE-EARNERS incorporate all of the allegations contained in this Complaint as  
6 though fully set forth herein.

7       44. At all material times herein, WAGE-EARNERS were employed by DIAMOND  
8 PARKING in the State of California.

9        45. During the course of WAGE-EARNERS' employment, DIAMOND PARKING allowed,  
10 suffered and permitted WAGE-EARNERS to perform work for the benefit of DIAMOND PARKING  
11 without compensating WAGE-EARNERS for all hours worked.

12        46. Pursuant to California law, including but not limited to, California Labor Code section  
13 1197 and IWC Wage Orders, including but not limited to, 9-2001, DIAMOND PARKING was required  
14 to pay WAGE-EARNERS at the then-prevailing State of California minimum wage rate for all hours  
15 worked.

16       47.    DIAMOND PARKING failed and refused to pay WAGE-EARNERS and minimum wage  
17       class members at the State of California minimum wage rates or any wage for all hours worked when  
18       those wages were due, and there remains due and owing minimum wages in an amount to be determined.  
19       Specifically, and by way of illustration, DIAMOND PARKING fostered a work environment which  
20       required employees to work while not clocked in, commonly known as working "Off-The-Clock".  
21       Additionally, DIAMOND PARKING failed to provide WAGE-EARNERS with accurate time records  
22       and earnings statements as required by Labor Code section 226 and IWC Wage Orders, including but not  
23       limited to, 9-2001.

24 48. WAGE-EARNERS have been required to bring this action to recover minimum wages,  
25 unpaid/lost wages, statutory wages and related sums, civil penalties, attorneys' fees and costs, and interest  
26 as authorized by California law.

1       49. As a result of DIAMOND PARKING's failure to pay WAGE-EARNERS at the minimum  
2 wage rate for all hours worked, when those wages were due, WAGE-EARNERS, pursuant to California  
3 law, including but not limited to California Labor Code sections 218.6, 1194, 1194.2, 1197, 1197.1 and  
4 IWC Wage Orders, are entitled to civil penalties, liquidated damages, interest, costs and attorneys' fees.

5       50.      WAGE-EARNERS seek all unpaid minimum wages in an amount to be determined,  
6 unpaid/lost wages, statutory wages and related sums, civil penalties, attorneys' fees and costs, liquidated  
7 damages, disbursements, and interest as provided by California law. Additionally, DIAMOND  
8 PARKING's actions were oppressive, fraudulent and malicious, thereby entitling WAGE-EARNERS to  
9 an award of punitive damages in an amount appropriate to punish and make an example of DIAMOND  
10 PARKING pursuant to Civil Code section 3294.

IX.

#### FOURTH CAUSE OF ACTION

## FAILURE TO PROVIDE REST BREAKS

(As against all DEFENDANTS)

16 51. WAGE-EARNERS incorporate all of the allegations contained in this Complaint as  
17 though fully set forth herein.

18        52. The California Labor Code and IWC Wage Orders provide for minimum employment  
19 conditions to be followed by all employers within the State of California. California law, including but  
20 not limited to, California Labor Code sections 226.7 and 516, and IWC Wage Orders, including but not  
21 limited to, 9-2001, require that employees receive a paid rest break of not less than ten (10) minutes for  
22 each period of four hours worked.

23        53. At all material times herein, DIAMOND PARKING failed to provide WAGE-EARNERS  
24 uninterrupted rest periods of not less than ten (10) minutes as required, in violation of California law,  
25 including but not limited to, California Labor Code sections 226.7 and 516, and IWC Wage Orders,  
26 including but not limited to, 9-2001, and failed to pay WAGE-EARNERS for those rest periods not  
27 provided, plus statutory wages and related sums. DIAMOND PARKING locations were understaffed

1 which required WAGE-EARNERS to work through their breaks. DIAMOND PARKING locations were  
2 too busy for the number of employees working and as a result, WAGE-EARNERS were required to forgo  
3 their breaks entirely or perform work during their break time. WAGE-EARNERS' breaks were routinely  
4 interrupted because of the busy nature of the stores, and the understaffed work force. Additionally,  
5 DIAMOND PARKING failed to provide WAGE-EARNERS with accurate time records and earnings  
6 statements as required by Labor Code section 226 and IWC Wage Orders, including but not limited to,  
7 9-2001.

8 54. As a result of DIAMOND PARKING's failure to provide rest periods as required, WAGE-  
9 EARNERS are entitled to recover wages for those rest periods that were not provided, plus statutory  
10 wages and related sums.

11 55. WAGE-EARNERS seek unpaid wages for DIAMOND PARKING's failure to provide  
12 rest periods as required, statutory wages and related sums, civil penalties, plus attorneys' fees and costs,  
13 interest, liquidated damages and disbursements pursuant to California law. Additionally, DIAMOND  
14 PARKING's actions were oppressive, fraudulent and malicious, thereby entitling WAGE-EARNERS to  
15 an award of punitive damages in an amount appropriate to punish and make an example of DIAMOND  
16 PARKING pursuant to Civil Code section 3294.

17  
18 X.

19 **FIFTH CAUSE OF ACTION**

20 **FAILURE TO PROVIDE MEAL PERIODS**

21 **(As against all DEFENDANTS)**

22 56. WAGE-EARNERS incorporate all of the common allegations contained in this Complaint  
23 as though fully set forth herein.

24 57. The California Labor Code and IWC wage orders provide for minimum employment  
25 conditions to be followed by all employers within the State of California. California law, including but  
26 not limited to, California Labor Code sections 226.7, 512, and 516, and IWC Wage Orders, including but  
27  
28

1 not limited to, 9-2001, require that employees receive an uninterrupted meal period of not less than thirty  
2 (30) minutes for each shift of five hours or more.

3 58. At all material times herein, DIAMOND PARKING failed to provide WAGE-EARNERS  
4 with uninterrupted meal periods of not less than thirty (30) minutes as required, and in violation of  
5 California law, including but not limited to, California Labor Code sections 226.7, 512, and 516, and  
6 IWC Wage Orders, including but not limited to, 9-2001 and failed to pay WAGE-EARNERS for those  
7 meal periods not provided. DIAMOND PARKING locations were understaffed which required WAGE-  
8 EARNERS to work through their meal periods. DIAMOND PARKING locations were too busy for the  
9 number of employees working and as a result, WAGE-EARNERS were required to forgo their meal  
10 period entirely or to work during their meal time. WAGE-EARNERS' meal periods were routinely  
11 interrupted because of the busy nature of the locations, and the understaffed work force. DIAMOND  
12 PARKING's policy and practice required WAGE-EARNERS to eat their meals in short intervals between  
13 work interruptions. Meal periods were often shortened or not provided at all. Additionally, DIAMOND  
14 PARKING failed to provide WAGE-EARNERS with accurate time records and earnings statements as  
15 required by Labor Code section 226 and IWC Wage Orders, including but not limited to, 9-2001.

16 59. As a result of DIAMOND PARKING's failure to provide meal periods as required,  
17 WAGE-EARNERS are entitled to recover wages for those meal periods that were not provided, plus  
18 statutory wages and related sums.

19 60. WAGE-EARNERS seek unpaid wages for missed meal periods, statutory wages and  
20 related sums, civil penalties, plus attorneys' fees and costs, interest, liquidated damages and  
21 disbursements pursuant to California law, including but not limited to, California Labor Code sections  
22 218.5, 218.6, 226.7, 512, 516, 558, and IWC Wage Orders, including but not limited to, 9-2001.  
23 Additionally, DIAMOND PARKING's actions were oppressive, fraudulent and malicious, thereby  
24 entitling WAGE-EARNERS to an award of punitive damages in an amount appropriate to punish and  
25 make an example of DIAMOND PARKING pursuant to Civil Code section 3294.

26

27

28

XL

**SIXTH CAUSE OF ACTION**

## FAILURE TO REIMBURSE EMPLOYMENT-RELATED EXPENSES

(As against all DEFENDANTS)

5 61. WAGE-EARNERS incorporate all of the allegations contained in this Complaint as  
6 though fully set forth herein.

7       62.    California law requires that employers reimburse or indemnify employees for all expenses  
8       incurred in direct consequence of their duties or of their obedience of the employers' directions. During  
9       their employment with DIAMOND PARKING, WAGE-EARNERS were required to spend their own,  
10      hard-earned money in order to perform their work. DIAMOND PARKING never paid for or reimbursed  
11      WAGE-EARNERS for the employment-related expenses they incurred for the benefit of DIAMOND  
12      PARKING.

13        63.      WAGE-EARNERS seek reimbursement for monies all expended by WAGE-EARNERS,  
14      all unpaid wages, statutory wages and related sums, civil penalties, attorneys' fees and costs, liquidated  
15      damages, disbursements, and interest as provided by California law, including but not limited to Labor  
16      Code section 2802, 29 C.F.R. § 778.217, and IWC wage orders, including but not limited to, 9-2001.  
17      Additionally, DIAMOND PARKING's actions were oppressive, fraudulent and malicious, thereby  
18      entitling WAGE-EARNERS to an award of punitive damages in an amount appropriate to punish and  
19      make an example of DIAMOND PARKING pursuant to Civil Code section 3294.

XIII.

#### SIXTH CAUSE OF ACTION

**LATE PAYMENT OF ALL ACCRUED WAGES AND COMPENSATION**

**(As against all DEFENDANTS)**

25 64. WAGE-EARNERS incorporate all of the allegations contained in this Complaint as  
26 though fully set forth herein.

1       65. California law requires that employers pay their employees all earned wages on a timely  
2 basis, including when employees separate from employment. DIAMOND PARKING is required by  
3 California Law, including but not limited to Labor Code sections 201, 202 and 208, to deliver final  
4 paychecks for employees who separate from employment according to a strict, mandatory time line.  
5 WAGE-EARNERS are informed and believe and thereon allege that DIAMOND PARKING failed to  
6 deliver final paychecks to its employees in a timely manner as mandated by California law. DIAMOND  
7 PARKING had a policy and practice which required its employees who separated from employment to  
8 wait until the "next payroll cycle" to receive his or her accrued wages.

9 66. DIAMOND PARKING's failure to pay WAGE-EARNERS' and late pay class members'  
10 wages when due was willful, and continued for a period of time to be determined.

11       67.    Because of DIAMOND PARKING's willful failure to timely make payment of WAGE-  
12 EARNERS' and late pay class members' wages when due, WAGE-EARNERS and late pay class  
13 members are due late-pay wages for up to 30 days as provided by California law, in amounts to be  
14 determined at the time of trial. WAGE-EARNERS are also entitled to recover statutory wages and  
15 related sums, civil penalties, plus attorneys' fees and costs, interest, liquidated damages and  
16 disbursements pursuant to California law. Additionally, DIAMOND PARKING's actions were  
17 oppressive, fraudulent and malicious, thereby entitling WAGE-EARNERS to an award of punitive  
18 damages in an amount appropriate to punish and make an example of DIAMOND PARKING pursuant  
19 to Civil Code section 3294.

XII.

## **SEVENTH CAUSE OF ACTION**

## UNFAIR BUSINESS PRACTICES PURSUANT TO BUSINESS & PROFESSIONS CODE

SECTION 17200, ET SEQ.

(As against all DEFENDANTS)

24  
25 68. WAGE-EARNERS incorporate all of the allegations contained in this Complaint as  
26 though fully set forth herein.

1       69. Within the applicable statutory period prior to the filing of this complaint, DIAMOND  
2 PARKING failed to comply with the Wage and Hour provisions of the State of California, as set forth  
3 herein. DIAMOND PARKING's failure to comply with such wage/hour provisions of law created an  
4 illegal, unwarranted and unfair economic windfall to the improper benefit of DIAMOND PARKING.

5       70. WAGE-EARNERS, individually, and on behalf of the general public, allege that at all  
6 relevant times DIAMOND PARKING's actions, including, but not limited to, its violations of California  
7 Law and the California Labor Code, as set forth herein, constitute a continuing and ongoing unfair and  
8 unlawful activity prohibited by Business & Professions Code section 17200, et seq., and justify the  
9 issuance of an order disgorging wrongfully withheld wages and other related sums by DIAMOND  
10 PARKING. The unlawful business practices of DIAMOND PARKING are likely to continue to mislead  
11 the public (that employees are being paid in accordance with the California Labor Code and not subjected  
12 to illegal policies and practices). The unlawful business practices of DIAMOND PARKING present a  
13 continuing threat to the public, and unfair business practice of avoiding wage obligations and expenses.  
14 These violations constitute a threat and unfair business policy. The Court is authorized to order an  
15 injunction, and/or disgorgement of fees to affected members of the public as a remedy for any violations  
16 of Business & Professions Code section 17200, et seq. WAGE-EARNERS allege that DIAMOND  
17 PARKING violated numerous California Labor Code statutes.

18       71. DIAMOND PARKING has engaged in unfair business practices in California by utilizing  
19 the illegal employment practices outlined above, including, but not limited to, causing and permitting  
20 WAGE-EARNERS to work for the benefit of DIAMOND PARKING without proper compensation, not  
21 properly paying WAGE-EARNERS for time worked, failing to provide WAGE-EARNERS mandatory  
22 rest breaks and meal periods, failing to timely and/or fully reimburse WAGE-EARNERS for  
23 employment-related expenses, failing to timely pay all wages when due upon termination of employment,  
24 and failing to compensate WAGE-EARNERS for other sums due for labor, fees and penalties according  
25 to California Law. DIAMOND PARKING also failed to provide WAGE-EARNERS with accurate time  
26 records and earnings statements as required by Labor Code section 226 and IWC Wage Orders, including  
27 but not limited to, 9-2001. DIAMOND PARKING's employment conduct constitutes an unfair business

1 practice, unfair competition, and provides an unfair advantage over DIAMOND PARKING's  
 2 competitors. WAGE-EARNERS seek full restitution and disgorgement of said monies from DIAMOND  
 3 PARKING, as necessary and according to proof, to restore any and all monies withheld, acquired, or  
 4 converted by DIAMOND PARKING by means of the unfair practices complained of herein.

5 72. WAGE-EARNERS allege that the actions of DIAMOND PARKING, as alleged herein,  
 6 have caused, and continue to cause WAGE-EARNERS to suffer an injury in fact and lose money and/or  
 7 property as a result of such unfair competition. WAGE-EARNERS further allege that at all relevant  
 8 times DIAMOND PARKING engaged in unlawful, deceptive and unfair business practices prohibited  
 9 by Business & Professions Code sections 17200, et seq., including those set forth herein, thereby  
 10 depriving WAGE-EARNERS and the public of the minimum working conditions and standards due them  
 11 under California Labor Laws and IWC Wage Orders.

12 73. As a direct and proximate result of DIAMOND PARKING's conduct, as alleged herein,  
 13 DIAMOND PARKING has received and continues to receive WAGE-EARNERS' labor without proper  
 14 and adequate compensation as provided for by California law, and has illegally retained accrued wages,  
 15 statutory wages, and other sums that rightfully belong to WAGE-EARNERS and other members of the  
 16 general public.

17 XIII.

18 EIGHTH CAUSE OF ACTION

19 CONVERSION OF ACCRUED WAGES AND COMPENSATION

20 (As against all DEFENDANTS)

21 74. WAGE-EARNERS incorporate all of the allegations contained in this Complaint as  
 22 though fully set forth herein.

23 75. At the time DIAMOND PARKING refused to pay the wages and expenses due to WAGE-  
 24 EARNERS as mandated by California law and/or as agreed, WAGE-EARNERS owned and had the right  
 25 to possess such withheld wages. DIAMOND PARKING willfully and without legal justification  
 26 interfered with WAGE-EARNERS' right to own and possess their wages. Instead, DIAMOND  
 27 PARKING converted such wages into profits for their own illegal benefit. The exact amount of those

1 wages is capable of being made certain from a review of either the information of WAGE-EARNERS,  
 2 or from the records of DIAMOND PARKING. However, DIAMOND PARKING refused to provide the  
 3 data when such information is obtainable pursuant to California law requiring that employers maintain  
 4 and provide employees with accurate time records and earnings statements, including but not limited to  
 5 Labor Code section 226, and IWC Wage Orders, including but not limited to, 9-2001.

6 76. In refusing to pay all wages to WAGE-EARNERS as promised and required by California  
 7 law, DIAMOND PARKING unlawfully and intentionally took and converted the property of WAGE-  
 8 EARNERS for its own use. At the time the conversion took place WAGE-EARNERS were entitled to  
 9 immediate possession of the amounts of wages payable. This conversion was oppressive, malicious and  
 10 fraudulent. This conversion was concealed by DIAMOND PARKING from WAGE-EARNERS.

11 77. The conduct of DIAMOND PARKING described in this Complaint was oppressive,  
 12 fraudulent and malicious, thereby entitling WAGE-EARNERS to an award of punitive damages in an  
 13 amount appropriate to punish and make an example of DIAMOND PARKING pursuant to Civil Code  
 14 section 3294.

15  
 16 XIV.

17 NINTH CAUSE OF ACTION

18 VIOLATION OF CIVIL CODE SECTION 52.1

19 (As against all DEFENDANTS)

20 78. WAGE-EARNERS incorporate all of the allegations contained in this Complaint as  
 21 though fully set forth herein.

22 79. The State of California secures various rights for WAGE-EARNERS, including but not  
 23 limited to minimum wages, overtime wages, rest breaks, pay for missed rest breaks, meal periods, pay  
 24 for missed meal periods, and the timely payment of all wages upon termination of employment as set  
 25 forth in the California Labor Code and IWC Wage Orders.

26 80. WAGE-EARNERS allege that at all relevant times DIAMOND PARKING's actions in  
 27 violating California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 216, 218.5, 218.6, 225.5.

1 226, 226.3, 226.7, 227.7, 2802, 2926, 512, 516, 1174, 1174.5, 1198, and IWC Wage Orders, including  
2 but not limited to, Wage Order 9-2001, constitute violations of the rights protected under Civil Code  
3 section 52.1 entitling WAGE-EARNERS to statutory damages.

4 81. WAGE-EARNERS allege that at all relevant times DIAMOND PARKING deprived and  
5 continues to deprive WAGE-EARNERS of said statutory rights by failing to provide proper minimum  
6 and overtime wages, rest breaks, meal periods, pay for missed rest breaks and meal periods, and the  
7 timely payment of all wages upon termination of employment to WAGE-EARNERS.

8 82. WAGE-EARNERS allege that at all relevant times DIAMOND PARKING used  
9 intimidation to discourage WAGE-EARNERS from seeking the minimum wages, overtime wages, rest  
10 breaks, meal periods, rest break pay, meal period pay, and timely payment of all wages upon termination  
11 of employment that WAGE-EARNERS are entitled to by making WAGE-EARNERS fear they will not  
12 obtain advancement in the company, or will lose their jobs, or they will receive a bad recommendation  
13 for future employment if WAGE-EARNERS seek to enforce those rights, wages, and other pay as  
14 provided by California law.

15 83. Further, WAGE-EARNERS allege that at all relevant times DIAMOND PARKING  
16 coerced WAGE-EARNERS to give up their entitled minimum wages, overtime wages, rest break pay,  
17 meal period pay, and timely payment of all wages upon termination of employment when WAGE-  
18 EARNERS sought recovery of those denied wages and related sums. In order to receive any wages,  
19 DIAMOND PARKING forced WAGE-EARNERS to accept a lower amount than that to which WAGE-  
20 EARNERS would be entitled under California law.

21 84. WAGE-EARNERS allege that DIAMOND PARKING's actions of force, fear,  
22 intimidation and coercion deprived WAGE-EARNERS of rights secured by the laws of the State of  
23 California. As a direct and proximate result of DIAMOND PARKING's unlawful and predatory  
24 practices, DIAMOND PARKING remains in possession of wages and other monies owed to WAGE-  
25 EARNERS.

26 85. Because of DIAMOND PARKING's conduct as alleged herein, WAGE-EARNERS are  
27 entitled to recover all unpaid wages and related sums, minimum statutory damages, civil penalties, plus

1 attorneys' fees and costs, interest, liquidated damages and disbursements pursuant to California law.  
2 Additionally, WAGE-EARNERS seek an injunction prohibiting DIAMOND PARKING's unlawful and  
3 predatory practices.

4

5 **XV.**

6

**PRAYER FOR RELIEF**

7 **WHEREFORE**, WAGE-EARNERS, individually and on behalf of all those similarly situated,  
8 and on behalf of the general public, pray for judgment against DIAMOND PARKING as follows:

9 1. For an Order certifying the proposed Class as a Class Action;  
10 2. For all unpaid wages, overtime wages, premium wages, minimum wages, and "Off-the-  
11 Clock" wages in an amount to be determined at the time of trial;  
12 3. For all wages and other related sums converted and illegally retained by DIAMOND  
13 PARKING;  
14 4. For any and all profits, whether direct or indirect, DIAMOND PARKING acquired by  
15 reason of its conversion;  
16 5. Pursuant to Business and Professions Code section 17203, that DIAMOND PARKING  
17 be preliminarily and permanently enjoined from: A) not paying its employees all wages due; B) not  
18 paying its employees minimum wages; C) not paying its employees for all time worked, including Off-  
19 the-Clock work; D) requiring employees to work more than 8 hours per day and/or 40 hours per week  
20 without receiving "overtime" and/or "premium" pay; E) operating DIAMOND PARKING locations with  
21 reduced staff so that employees are not allowed to take mandated rest breaks and meal periods; and F)  
22 failing to tender all wages to employees who terminated their employee with DIAMOND PARKING  
23 within the time proscribed by law.

24 6. Pursuant to Business and Professions Code section 17203 and the equitable powers of this  
25 Court, that DIAMOND PARKING be ordered to restore to WAGE-EARNERS all funds acquired by  
26 means of any act or practice declared by this Court to be unlawful or fraudulent or to constitute unfair  
27 competition under Business and Professions Code section 17200 et seq.;

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PLAINTIFFS' CLASS ACTION COMPLAINT

1       7. For restitutionary disgorgement of wages and related sums, civil penalties, attorneys' fees  
 2 and all other remedies available pursuant to Business & Professions Code section 17200, et seq.;

3       8. For statutory penalty wages pursuant to California Labor Code sections, including but not  
 4 limited to 203 and 510;

5       9. For reimbursement of all employment-related expenses incurred by WAGE-EARNERS  
 6 and not fully and/or timely paid by DIAMOND PARKING;

7       10. For all civil penalties, liquidated damages, and related sums pursuant to California law,  
 8 including but not limited to, California Labor Code sections 210, 225.5, 226, 226.3, 558, 1174.5 and  
 9 1197.1, and Civil Code section 52;

10       11. For punitive and exemplary damages pursuant to Civil Code section 3294;

11       12. For costs and disbursements, pre-judgment and post-judgment interest in the amount of  
 12 10% per annum, liquidated damages, and attorney fees pursuant to California Labor Code sections 218.5,  
 13 218.6, 1194, and 1194.2, and Civil Code section 52.1;

14       13. For an injunction prohibiting DIAMOND PARKING's unlawful and predatory practices;  
 15 and

16       14. For such further or alternative relief in favor of WAGE-EARNERS and all class members  
 17 as the Court deems appropriate.

18  
 19 DATED: May 21, 2007

KRUTCIK & GEORGIN

20  
 21 By:

22  
 23 A. Nicholas Georggin, Esq.  
 Carmine J. Pearl, II, Esq.  
 24 Attorneys for WAGE-EARNERS

CERTIFICATE OF SERVICE BY MAIL

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is Davis Wright Tremaine LLP, Suite 2400, 865 South Figueroa Street, Los Angeles, California 90017-2566.

On June 27, 2007, I served the foregoing document(s) described as: **DEFENDANTS' NOTICE OF REMOVAL OF CLASS ACTION COMPLAINT** by placing a **true copy** of said document(s) enclosed in a sealed envelope(s) for each addressee named below, with the name and address of the person served shown on the envelope as follows:

A. Nicholas Georggin, Esq.  
 Carmine J. Pearl, II, Esq.  
 Bailey Pinney Georggin & Krutcik LLP  
 26021 Acero  
 Mission Viejo, CA 92691

I placed such envelope(s) with postage thereon fully prepaid for deposit in the United States Mail in accordance with the office practice of Davis Wright Tremaine LLP, for collecting and processing correspondence for mailing with the United States Postal Service. I am familiar with the office practice of Davis Wright Tremaine LLP, for collecting and processing correspondence for mailing with the United States Postal Service, which practice is that when correspondence is deposited with the Davis Wright Tremaine LLP, personnel responsible for delivering correspondence to the United States Postal Service, such correspondence is delivered to the United States Postal Service that same day in the ordinary course of business.

Executed on June 27, 2007, at Los Angeles, California.

State I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Federal I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Avis Jackson  
 Print Name

  
 Signature